

## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 PERFORMANCE BASED SERVICES CONTRACT**

This is a Request for Proposal (RFP) for a Performance Based Services Contract. The Contractor shall provide the services required in SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT at the prices proposed in this Section B.

### **B.2 TYPE OF CONTRACT**

Time and Material.

### **B.3 CEILING PRICE**

The life cycle of the contract is not to exceed \$15,000,000.00. The Contractor shall not make expenditures or incur obligations in the performance of this Contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

### **B.4 COST/PRICES**

(a) The Contractor shall provide the services under this Time and Materials contract at the fixed hourly rates identified in Attachment “1” to this contract. The specified fixed hourly rates shall include wages, overhead, general and administrative expenses and profit. A ceiling price will be established for each task order issued, based on an estimated amount of labor required to perform the task. The ceiling price will not change for the task order unless the Contracting Officer gives approval.

(b) CLIN’s 0002, 0004, 0006 and 0008 are for supplies required under this Contract and shall be provided on a cost reimbursement basis, in accordance with the Contractor's usual accounting procedures, consistent with Part 31 of the Federal Acquisition Regulation (FAR). When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor’s usual accounting procedures consistent with FAR Part 31. Contractors may elect to propose a material handling rate of 0% for the resulting contract. Any material handling rate proposed for the resulting contract shall not exceed a ceiling of 3% and must be proposed for the base year and each of the four option years.

## **SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**

### **C.1 INTRODUCTION**

The Enterprise Contact Center (ECC) system currently utilizes state-of-the-art contact center technology to modernize customer service for United States Patent and Trademark Office (USPTO). The ECC system provides USPTO internal and external customers with easy; convenient and speedy access to USPTO provided information and services. The ECC system includes the following functionality: Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), Teletype/Telecommunications Devices for Deaf (TTY/TDD) services, unified messaging (fax, voice and e-mail) and integration with the USPTO Customer Contact Management System (UCCMS) (Siebel CRM tool) and USPTO's Enterprise Asset Management System (EAMS) (Remedy help Desk tool).

The ECC currently operates in the Crystal City Data Center – supporting users in both the Crystal City Campus (with users using Centrex phones) and at the USPTO's Alexandria Headquarters (with users connected to the USPTO's Nortel PBX). Currently the system serves 17 business centers utilizing approximately 266 agents and supervisors.

The ECC life cycle activities include system design and analysis, programming, testing, integration, customer training, implementation, operations, system/software maintenance, project-specific system engineering, information/software engineering, product assurance, project management, and other related services and products.

### **C.2 STANDARDS AND GUIDELINES**

The Enterprise Contact Center (ECC) contractor must conform, at a minimum, to the following plans, standards and guidelines:

USPTO 21<sup>st</sup> Century Strategic Plan  
<http://www.uspto.gov/web/offices/com/strat21/index.htm>

Office of the Chief Information Officer Strategic Information Technology Plan  
<http://www.uspto.gov/web/offices/cio/sitp/>

Patent & Trademark Acquisition Guideline (PTAG)  
<http://www.uspto.gov/web/offices/ac/comp/proc/ptagfdrg.pdf>

PTO Life Cycle Management (LCM) Manual  
<http://www.uspto.gov/web/offices/cio/lcm/lcm.htm>

Current ECC 3.0 LCM Documentation  
[Available on CD upon request](#)

The LCM process for a project shall yield, at a minimum, an acceptable Project Management Plan, Requirements Specification, High Level Architecture and/or Solutions

Architecture, Test Plan, Operational Support Plan, and Security Plan. In addition, as deemed appropriate by the USPTO designated official, analysis and design models will adhere to Unified Modeling Language (UML current standard release) and will be provided to the USPTO in electronic format for uploading into our Rational system. Any waivers from these steps or products may be granted only on the express written authority of the USPTO designated official.

### **C.3 WORK TO BE PERFORMED**

The Enterprise Contact Center (ECC) contractor shall provide the necessary certified and experienced staff, tools, material, equipment and other resources to analyze, design, develop, deploy, support, maintain, operate and enhance the United States Patent and Trademark Office (USPTO) Enterprise Contact Center (ECC) system. Project plans shall be established and executed in accordance with the prescribed USPTO life cycle management methodology.

#### **C.3.1 System Analysis and Design**

The contractor shall provide system development, integration, maintenance, analysis and design staff, tools, and support throughout the system development life cycle. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but not limited to, the functions defined below.

##### **C.3.1.1 Analysis and Design**

The contractor shall complete activities such as examine technical, business, and management requirements and/or issues to provide effective solutions for ECC development and maintenance efforts in keeping with USPTO standards and USPTO strategic and tactical direction; perform studies and analyses required throughout the ECC system development life cycle, to include ECC architectural and security analyses; survey, research, and review information technologies for potential application within the ECC environment, and acquisition by the contractor or the Government; evaluate commercial off-the-shelf (COTS) software; facilitate requirements sessions and work with programming staff supporting requirements prototype efforts; recommend improvement to existing resources; and use USPTO approved automated tools throughout the life cycle. Activities may include, but are not limited to, the following considerations: compliance with legal and regulatory guidance, interoperability, open system environment, security, standards, and data. In particular, the ECC contractor shall research, analyze and incorporate new Customer Service technologies into the ECC infrastructure. These technologies include, but are not limited to: VoIP, Speech Recognition to include full natural language and Synthesizer, TTY/TTD, virtual contact centers, and improved interfaces to Siebel 7.7 and Group 1 data quality tools.

**C.3.1.2 Documentation**

The contractor shall prepare ECC-specific white papers, surveys, studies, documents, acquisition and system specifications, information brochures, engineering designs, support plans, customer-oriented documentation, and on-line help needed to complete any or all system development life cycle phases; review and recommend additions, revisions, and other changes to the latest versions of documents, refine, revise, or update existing documents, and convert documentation developed under previous life cycle management guidance to that required under the current life cycle guidance. The format and content of these documents will be specified by the USPTO at the time of Task Order issuance. The number of copies, instructions for the media and format for electronic copies, and other instructions about these deliverables will be specified in the task order(s).

**C.3.2 Programming**

The contractor shall provide certified and experienced programming staff, tools, and support. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but are not limited to, the functions defined below. The USPTO will provide the contractor access to an ECC Development server.

**C.3.2.1 Develop Software and Database Products**

If COTS or Government-furnished products cannot meet ECC requirements, the contractor shall develop software and structure the physical database: (1) based on Government-approved specifications; (2) using industry-standard systems/software engineering techniques; and (3) following product assurance disciplines. The contractor shall use automated tools, when practical, to generate the software or structure the database. If manual development is required, the contractor shall use modern software development concepts, tools, and techniques. As defects are identified by the contractor or the Government during the Development phase or during testing activities, the contractor shall correct the defects.

**C.3.2.2 Requirements Prototyping and Proof-of-Concept Testbeds**

The contractor shall develop and test prototype programs and databases, and proof-of-concept testbeds, to determine optimal solutions for concept and problems, resulting in the development or modification of requirements. The contractor may also be called upon to develop schedules, to include parallel operations where required, identify the proposed prototyping or proof-of-concept technical approach, and describe anticipated results.

**C.3.2.3 Upgrade and Tailor COTS and Government-Furnished Products**

The contractor shall identify, evaluate, acquire, test, deliver, and install Commercial Off The Shelf (COTS) products (as necessary); and develop and test upgrades and extensions to Government-furnished or COTS ECC products. The contractor shall develop upgrades and extensions: (1) based on Government-approved specifications; (2) using system/software engineering tools and techniques in accordance with USPTO Technical Standards and Guidelines, or other industry-standard tools and techniques approved by USPTO; and (3) following product assurance disciplines. The contractor shall use automated tools, when practical, to generate the software or structure the database. If manual development is required, the contractor shall use modern software development concept, tools, and techniques. As defects are identified by the contractor or the Government during the Development phase or during testing activities, the contractor shall correct the defects.

**C.3.3 Test and Evaluation**

The contractor shall test and evaluate the ECC system to verify compliance of the system functionality prior to delivery to the USPTO. The contractors shall conduct full ECC platform test, including but not limited to: routing plan tests, voice application functionality tests, screen pop data validation tests, and call volume load tests. The following describes typical functions associated with test and evaluation.

**C.3.3.1 Define Objective and Methodology**

The contractor shall define the test objectives, establish priorities, and develop the functional and technical/performance test methodology. The methodology includes, but is not limited to, the following: functional descriptions and requirements; services level objective; current workload; communications protocols; interfaces to external, non-agency systems; standards used for development and operation; and a description of the data needed for benchmark development.

**C.3.3.2 Collect/Develop Data**

The contractor shall collect or develop technical/performance and workload data, using any preliminary work completed by USPTO or USPTO's contractors wherever possible. If normalization of the data is required, it will be completed by the contractor.

### **C.3.3.3 Participate in Testing**

The contractor shall participate in the preparation of a plan that details the methods and procedures that will be used to execute the tests. The plan addresses requirements, specifies files to be used in developing the tests, describes the data structure analysis techniques to be used, specifies test details (e.g., memory utilization, instruction mix, multiple processing thresholds), and specifies scripts to be used.

The contractor shall resolve concerns identified during USPTO review of test activities and test results, and shall make all necessary revisions to the design and code, perform all necessary retesting, and update the system development files. At completion of testing, the contractor shall provide written verification that the tests provide an accurate representation of USPTO functional and technical/performance requirements. At USPTO's option, the contractor will provide test scripts, test data, test case suites, test procedures, specifications, and other testing material in electronic form for capture within USPTO's configuration management system.

### **C.3.4 Implementation**

Prior to the initiation of implementation activities the contractor may be required to provide pre-implementation reviews to ensure everything is in place prior to beginning implementation.

#### **C.3.4.1 Set-up Implementation**

The contractor shall ensure that manuals have been distributed, supplies are in place, sites are ready, computer resources are available, personnel have been trained to support the implementation, or other activities required prior to initiation of implementation activities. The contractor may be required to unpack products; check to ensure that delivered product items match orders, invoices, bills of lading, and/or configuration item lists; label product items in accordance with established configuration management guidelines; obtain missing items and resolve discrepancies, maintain and inventory of delivered items; or provide other pre-implementation reviews to ensure everything is in place prior to beginning implementation.

#### **C.3.4.2 Execute Plans**

After approval, the contractor shall carry out the activities of the Production Installation Plan and Operational Support Plan, in coordination with USPTO. Activities may include, but not be limited to the following: complete the planned conversion of software and data from the existing AIS to the new AIS, if applicable, and coordinate installation of products; transport products to end-user and other sites at the USPTO; assemble and install hardware products; load and tailor software products; load data; and check the installation area to ensure everything is running. The contractor shall carry out implementation activities to minimize interference with normal USPTO activities; this will typically require activities to take place after USPTO business hours. Following completion of implementation activities, the USPTO may require the contractor participate in a post-installation review.

### **C.3.5 Transition to Operations**

Transition to operations encompasses those functional and operational activities required for the successful transition of ECC components from the Deployment life cycle phase to Operations life cycle phase. The items to be delivered and the schedule for delivery will be established within the task order(s). As tasked, the contractor shall prepare plans (such as a Transition Plan and Operational Support Plan), methodologies, and other documents, and to advise and assist the USPTO in managing the transition from current to future USPTO procedures and systems.

#### **C.3.5.1 Define Objectives**

The contractor shall define the objectives and establish priorities for the Transition Strategy.

#### **C.3.5.2 Perform Transition Analysis of the Interim and Target Solutions**

The contractor shall analyze and record the change in the operational business and technical environments when the transition from the current operations to the envisioned target processes will occur. Given the identified interim and target processes and architectures, the contractor may be required to identify and analyze perceived difficulties in achieving the transition.

Tasks may include:

- \_ Analyze and document functional, technical, and procedural changes
- \_ Analyze and document facility and service changes
- \_ Analyze and document changes to the organizational and management structure
- \_ Analyze and document staffing changes
- \_ Analyze and document training changes
- \_ Analyze and document the impact of transition on existing human resources
- \_ Analyze and document resistance to change by key managers and by the work force
- \_ Identify any uncertainty in the transition analysis
- \_ Analyze and document the risk associated with the transition
- \_ Identify the standards for compliance to include a description of services for managing, formatting, and exchanging data
- \_ Interview relevant personnel
- \_ Assess change impact on business and technical process, people, culture, support, systems, technology, organization structure, labor issues, and facilities
- \_ Identify management actions and decisions for transition

**C.3.5.3 Develop Transition Strategy**

The contractor shall analyze the current support requirements and capabilities in relation to existing technology and technical trends. Using the resultant information, the contractor may be called upon to develop strategies for the transition of support from the current base to a new structure that meets guidelines.

**C.3.5.4 Define Level of Support**

The contractor shall identify the level of support for functional area or activity either being supported or for which support is contemplated. The contractor may be called upon to assist in the recurring steps to define, evaluate, and implement the incremental improvements needed to achieve simplified and streamlined operation of the functional and technical operational activity.

**C.3.5.5 Plan Transition**

The contractor shall develop a proposed time-phased conversion and transition plans that define what changes will be made, how they will be implemented and how they will be maintained once implemented. The transition plan shall address integration and migration issues relating to implementing new business processes, creating new systems, applying new technologies, aligning personnel and culture, and identifying new organizational structure and facilities requirements. The plan also addresses locations, organizations, and related issues, as well as new performance target for each proposed change. The plan will include a gap analysis for the migration from the current to the target system or process and updated as required by the USPTO. The contractor shall develop plans for making a transition from the current process to the target process, minimizing disruptions to operations and services. The scope of transition planning shall include the measurement and analysis of the performance gap between the current activity model/process maps/change characteristics and target activity model/process maps/change characteristics, developing business or technical projects focused on reduction or elimination of the gap.



**C.3.5.6 Execute Transition Plans**

The contractor shall advise and assist the USPTO in managing the transition from current to future USPTO procedures and systems, in accordance with the approved Business Transition Plan and Operations and Maintenance Plan. Contractor assistance includes conducting or participating in Government conducted post-transition reviews; monitoring the progress of executing through observation, interviews, and other appropriate techniques; and evaluating and documenting the success of the transition plan in transforming the business and technical environments to the interim and target solutions.

**C.3.6 Operations and Support**

Operations and Support includes the actions needed to start, run, and stop the ECC server and/or its hardware infrastructure – and all activities required to support the end users in the USPTO contact centers. Operations and Support will include:

**C.3.6.1 Help Desk and On-Site Support**

The contractor shall provide on-site support to the USPTO contact centers from 5:00 AM to 7:00 PM Monday through Friday (except Federal holidays). The USPTO contact centers will report any problems to the contractor through an existing phone number/queue on the ECC Server. The contractor shall contact the customer (USPTO) within 15 minutes from the initial problem report – and must be on-site with the customer within 30 minutes of initial contact with the customer (if required). The contractor must manage all problem tickets through resolution, logging all actions taken, final resolution information, and notification of problem closure to customer. The USPTO may require the contractor to provide root cause analysis reports to System Development Manager within ten business days of the problem report. The contractor must agree to minimum operational commitment in the following Commitment and Involvement Statement for Operations Support:

## Commitment and Involvement Statement for Operations Support:

Personnel of the contracting company, who should be involved with problem resolution, will maintain *relative* focus on the issue, as soon as the problem is received, until the system is up and/or the call center(s) return(s) to normal business functionality.

All problem tickets must be resolved within a timely manner.

Problem Type:	Initial Notification and subsequent interval for reporting to the System Development Manager:	Resolution time:
		Based on SLA, but at a minimum must meet the following...
<b>Critical problem:</b> System down or not working properly causing call center critical business functionality degradation.	Immediately upon learning of the issue, at a minimum the problem will be initially reported within <b>15 minutes</b> ; and every <b>30 minutes</b> thereafter, until the system is up and the call center(s) return to normal business functionality.	<p><b>For problems exclusive to ECC:</b> The resolution implementation will be <u>conducted</u> within <b>30</b> minutes of initial report; <b>otherwise</b></p> <p><b>For significant problems exclusive to USPTO vendors:</b> The resolution implementation will be <u>presented</u> within <b>30</b> minutes of initial report; <b>otherwise</b></p> <p><b>For significant problems involving 3<sup>rd</sup> parties outside USPTO:</b> The resolution implementation will be <u>presented</u> within <b>30</b> minutes of initial report. Contractor must work closely with the 3<sup>rd</sup> party involved until problem is resolved.</p>
<b>Under Control:</b> Call centers operating at normal business levels, but reports not working or not displayed correctly.	Upon learning of the issue, at a minimum the problem will be initially reported within <b>1-hour</b> ; and every <b>twice-daily</b> thereafter, until the reports are working and applications are displaying correctly.	<p><b>For problems exclusive to ECC:</b> The resolution implementation will be <u>conducted</u> within <b>2</b> hour(s) of initial report; <b>otherwise</b></p> <p><b>For significant problems exclusive to USPTO vendors:</b> The resolution implementation will be <u>presented</u> within <b>2</b> hour(s) of initial report; <b>otherwise</b></p> <p><b>For significant problems involving 3<sup>rd</sup> parties outside USPTO:</b> The resolution implementation will be <u>presented</u> within <b>2</b> hour(s) of initial report. Contractor must work closely with the 3<sup>rd</sup> party, and provide <b>twice-daily</b> reports on work statuses.</p>
<b>Other:</b> Any problems that lie outside the scope of general business problem detection, and does not lie within the scope of Critical or Under Control as described above.	Upon learning of the issue, at a minimum the problem will be initially reported within <b>1 day</b> ; and every <b>week</b> thereafter, until the issues are resolved satisfactorily for the SDM and Project Managers involved.	<p><b>For problems exclusive to ECC:</b> The resolution implementation will be <u>conducted</u> within <b>1</b> day(s) of initial report; <b>otherwise</b></p> <p><b>For significant problems exclusive to USPTO vendors:</b> The resolution implementation will be <u>presented</u> within <b>3</b> day(s) of initial report; <b>otherwise</b></p> <p><b>For significant problems involving 3<sup>rd</sup> parties outside USPTO:</b> The resolution implementation will be <u>presented</u> within <b>5</b> day(s) of initial report. Contractor must work closely with the 3<sup>rd</sup> party, and provide <b>daily</b> reports on work statuses.</p>

**Please note: In addition to the minimum performance standards for Operations stated in the above table, the Offeror must also propose performance measures, standards and metrics that cover all other parts of this Section C in its proposed Quality Assurance Surveillance Plan (see L.4.A.6).**

#### **C.3.6.2 On-call Support**

The contractor shall provide On-call / Non-Core Business Hour Support (outside of the hours defined in C.3.6.1) to the USPTO contact centers 24x7x365. During On-Call Support hours, the contractor will be required to contact the customer (USPTO) within 30 minutes from the initial problem report and to be on-site with the customer within 1 hour of initial contact with the customer (if required). The contractor shall manage all problem tickets through resolution, logging all actions taken, final resolution information, and notification of problem closure to customer. USPTO may require the contractor to provide root cause analysis reports to System Development Manager within ten business days of the problem report.

#### **C.3.6.3. Production support**

The contractor shall provide analytical support to the USPTO Contact Center staff for their ECC operations. This support will involve, but not be limited to – analyzing interaction reports, troubleshooting call-related problems, running reports, and audit/interaction tracking.

#### **C.3.6.4. Remote Management**

The contractor shall provide remote support and management of the ECC system. This contractor shall remotely access ECC server for diagnostic and problem resolution purposes.

#### **C.3.6.5 Miscellaneous**

The contractor shall perform miscellaneous operations and support tasks, including but not limited to:

Certifying that the ECC and/or its infrastructure can process information with security and integrity;

Conducting routine ECC data base assessments to ensure data quality and optimal data base performance is maintained;

Conducting periodic assessments of the ECC and/or its infrastructure to ensure the functional requirements are satisfied; and

Determining when the ECC and/or its infrastructure needs to be upgraded, replaced, or retired

#### **C.3.7 Customer Training**

The contractor shall develop, and administer training programs at all levels. The items to be delivered and the schedule will be covered within the task order(s). As tasked, the contractor will be called upon to provide training sessions, conduct training, arrange or coordinate training sessions from other vendors or organizations, develop and provide training materials as required, and ensure that all developed software contains user training and help modules. Training may take many forms to include: (1) general

orientation, (2) tutorials, videotape, on-line help, or other programmed instruction, and (3) in-depth training.

### **C.3.8 System/Software Maintenance and Enhancements**

Maintenance is defined as the restoration of the ECC and/or its infrastructure to an operational status or the correction of problems to permit the ECC to run or to meet design specifications. Enhancement is defined as a change to the design specification of the ECC (e.g., a change in input, program logic, or output). The contractor shall maintain and modify the ECC system in accordance with life cycle guideline and industry standard practices. The items to be delivered and the schedule for delivery will be established within the task order(s). The contractor shall adhere to the procedures for identifying, approving, and responding to Discrepancy/Incident Report and Change Requests. The following describes typical functions associated with System/Software Maintenance.

#### **C.3.8.1 Identify and Report Problems or Changes**

The contractor shall proactively identify for USPTO approval, discrepancies and failure of operational systems; analyze the problem to determine the potential cause; determine the impact; and report the analysis.

#### **C.3.8.2 Revise Existing System**

The contractor shall track and respond to Discrepancies/Incident Reports, Change Requests, and Engineering Change Requests. As tasked, the contractor will design, develop, and test modified and/or partially new, fully documented systems in response to USPTO-prioritized report and requests. Depending upon the extent of the changes required, the USPTO will require the contractor to adhere to full current system life cycle or tailored current system life cycle (as approved by the Chief Information Officer). The contractor shall perform software maintenance and enhancements in a non-production environment, and transition changes into the production system after USPTO test and approval activities. The contractor shall ensure that change activities are coordinated with software maintenance activities (discrepancy fixes) to eliminate duplicative efforts.

#### **C.3.8.3 Conduct Preventative Maintenance**

The contractor shall provide ECC preventative maintenance and repairs needed to ensure the performance of software, hardware, and other resources that the contractor delivers.

### **C.3.9 Contact Center Software/System Engineering**

The contractor shall perform Contact Center system/software engineering, metrics reporting, and architectural and security-related analyses. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but are not limited to, the following:

- (a) Capacity planning and performance evaluation
- (b) Simulation and modeling
- (c) Assess risks, recommend risk mitigation activities, and track progress and report on risk reduction
- (e) Human factors support (i.e., contact center ergonomics and related subject areas)

### **C.3.10 Product Assurance**

The contractor shall provide the staff and/or tools to perform or support USPTO's performance of: responding to USPTO test and evaluation results, quality assurance, configuration management, responding to Independent Verification & Validation (IV & V) results, and library maintenance. The items to be delivered and the schedule for delivery will be established within the task order(s). The assistance and other items include, but are not limited to, the functions defined below.

#### **C.3.10.1 Respond to USPTO Test and Evaluation Results**

After contractor test and integration is complete, the contractor shall respond to concerns, identified during USPTO test and evaluation of the ECC contract deliverables. "Respond to" includes fixing unsatisfactory work products and resubmitting products for USPTO approval. The assistance and other items include, but are not limited to:

- (a) Resolve concerns identified during USPTO developmental test and integration activities, including ECC unit tests and ECC subsystem/system integration tests
- (b) Resolve concerns identified during USPTO implementation test and integration activities, including acceptance tests and production installation tests
- (c) Resolve concerns identified during USPTO operational test and integration activities, including operational acceptance tests

#### **C.3.10.2 Quality Assurance**

The contractor shall establish and maintain an effective quality assurance program to ensure the technical quality of all ECC products and services provided. This will include, but not be limited to, software quality monitoring, methods to identify and correct quality deficiencies in products and services and methods for continuous improvement. Quality Assurance activities include development of quality assurance plans and procedures; collection and reporting of metrics, define ECC project metrics; conduct reviews; participation in any USPTO –conducted reviews, walkthroughs, or other required meetings held throughout the system development life cycle; and development of responses to the results of any USPTO quality assurance activity. The ECC contractor shall ensure complementary interface between contractor quality assurance methods and tools and USPTO's quality assurance methods, tools, and environment. USPTO currently an IV & V contractor for quality assurance functions. USPTO may require the ECC contractor to use tools specified by the USPTO.

**C.3.10.3 Configuration Management**

The contractor shall deliver documents and provide staff to assist the USPTO with the management of the ECC system (hardware, software, and documentation) configuration, and the contractor shall manage all configuration items under their control. Assistance and other items include, but are not limited to, the following:

- (a) Develop configuration management plans and subcontractor control reports
- (b) Identify configuration items
- (c) Monitor and report Configuration Changes and Discrepancy Reports
- (d) Provide Configuration Status Accounting Reports
- (e) Use configuration management automated tools
- (f) Participate in functional, physical, and other configuration audits

**C.3.10.4 Respond to Independent Validation and Verification (IV & V) Results**

The contractor shall respond to and resolve concerns identified during USPTO's IV & V of deliverables throughout the ECC system development life cycle.

**C.3.10.5 Documentation Library**

The contractor shall provide technical support in maintaining USPTO ECC libraries using USPTO's prescribed automated tools or procedures as specified in task orders. The library shall include: USPTO system development life cycle phases; and indices to all documents and data. Items within the library include, but are not limited to, the following:

- (a) Electronic copies of relevant documents, data, and information
- (b) Indexes to Documents, Data, and Information
  - (1) Abstracts of all documents and data, with keywords for indexing
  - (2) Indexes to all documents and data
  - (3) Database(s) to track comments received and all changes made to ECC documents and data

**C.3.11 Program and Project Management**

The contractor shall prepare and deliver management of ECC deliverables and services, using USPTO's prescribed automated tools. The items to be delivered and the schedule for delivery will be established within the task order(s). The procedures for performing these management tasks will be described in specific task orders and will follow established USPTO Project Management guidelines and TSG's, as appropriate. These functions include, but are not limited to, the following:

**C.3.11.1 Management Planning**

The USPTO will require the contractor to prepare and deliver management plans at Contract and Task order initiation, negotiate and execute task orders, provide support and data needed for refinement of those plans, and notify USPTO of changes and problems.

**C.3.11.2 Contract or Task Management**

The contractor shall direct, manage, and administer the accomplishment of all ECC task orders. The contractor shall be responsible for its contractor, subcontractor, or vendor personnel and performance, and shall ensure that staff technical proficiency and professional capability are maintained. The contractor shall deliver periodic and ad hoc, oral and written, reports summarizing the status of work being performed. The contractor also shall ensure a complementary interface between the contractor and USPTO project management tools and activities. The contractor shall deliver oral and written notice of all problems that impact or potentially impact the contract, deliverables, and /or schedule to the Contracting Officer. This includes, but is not limited to:

- (a) Immediate verbal notice of technical problems
- (b) Immediate verbal notice of potential cost overruns and schedule delays
- (c) Immediate verbal notice when 75 percent of the funds allocated have been used on individual task orders and on the entire contract
- (d) Written notices within 24 hours of verbal notices

**C.3.11.3 Regulatory Compliance**

The contractor shall deliver written and oral responses to assist the USPTO in responding to inquiries, questions, reviews, inspections, audits, and/or investigations being conducted by oversight organizations such as the Department of Commerce, General Services Administration, General Accounting Office, Office of Management and Budget, U.S. Congress, and U.S. and international patent organizations.

**C.3.11.4 Technical Data Rights**

The contractor shall deliver any custom-developed source code, configuration information, workflow definitions and supporting manuals for the ECC system. The USPTO will own all technical data rights to all documents, software and other materials each contractor develops under the contract.

**C.3.11.5 Engineering and Other Changes**

The contractor shall deliver proposals for changes to the ECC system and/or contract. The items and assistance include, but are not limited to:

- (a) Proposals for engineering and other changes
- (b) Proposals for software process improvements
- (c) Proposals for architectural improvements

**C.3.11.6 Centralized Program Support**

The contractor shall provide general support for the ECC program. This encompasses procurement, program management, financial management, contract and subcontract management, administrative, clerical, technical editing, document preparation, and related functions.

### **C.3.12 Acquisition of Software, Equipment, Services and Supplies**

#### **C.3.12.1 Acquisition of Resources**

Normally, all acquisition activities will be performed by the USPTO. However, if determined to be in the best interest of the Government, the contractor shall identify, acquire, test, deliver, and install the hardware, software, telecommunications, support resources needed for the development, integration, maintenance, and operation of the ECC system. Categories and examples of the resources that each contractor may be required to provide are listed below:

- (a) Hardware
- (b) Software tools or applications, such as tools, relational database management systems (RDBMS), project management, code and test generators and analyzers, performance monitoring tools, or software needed exclusively for the contract
- (c) Multiple licenses or a site license may be procured to support concurrent software development and maintenance efforts, as deemed necessary and cost effective.
- (d) Telecommunications
- (e) Special courier services. It is expected that most deliverables and daily correspondence from the contractor to USPTO will be transmitted electronically using procedures established by the COTR or specified in specific task orders. Special courier services for specific tasks or deliverables must be approved by the COTR or Contracting Officer prior to use.

The contractor shall provide hardware and software compliant with USPTO's then current technology architecture guideline. The contractor shall be responsible for ensuring that such hardware and software shall remain compliant throughout the life of the contract.

Please note that the Government will not pay for nor furnish general office equipment (e.g., personal computers, printers, monitors and related office automated software) that is necessary to perform Enterprise Contact Center (ECC) contractor or subcontractor business functions. The only time the Government will consider paying for or furnishing personal computers and/or software is when it is directly related to a specific development application. The Government will not pay for or furnish cell phones, pagers, or other personal wireless devices used by contractor personnel. The contractor shall provide justification for all personal computer and/or software purchases or any other equipment or supplies that are to be directly charged to the contract; only the Contracting Officer can approve such a purchase.



**C.3.12.2 Support Services and Supplies**

As directed in specific task orders, the contractor shall provide other support related services and products. The items and assistance include, but not limited to:

- (a) Studies into unexpected technical problems or advances
  - (1) Written reports and analyses
  - (2) Oral reports and briefings
- (b) Quick Reaction Supplies and Services
  - (1) Special purpose microcomputer hardware or software
  - (2) Special purpose textbooks and technical manuals
  - (3) Specialized training on USPTO components
  - (4) Materials for special purpose and emergency briefings
- (c) Follow-on Support
  - (1) Consulting services for delivered services and products
  - (2) Expansion of delivered products

**C.4 TECHNOLOGY AND TECHNICAL/BUSINESS PROCESSES**

The contractor shall be proficient with the following technologies and technical/business processes (C.4.1 through C.4.11) and must provide certification proof, where applicable, and prior experience references (2 or more) with the following:

**C.4.1 ECC Technology**

1. Interactive Intelligence's Customer Interaction Center (CIC) platform (*I3 certification required*)
2. Interactive Intelligence's CIC handlers (*I3 certification required*)
3. Interactive Intelligence's e-FAQ (*I3 certification required*)
4. Upgrading the CIC platform (major version upgrade) (*I3 certification required*)
5. Stratus ftServers (*Stratus certification required*)
6. CIC Interactive Voice Response applications (text-to-speech, voice messaging, database access) (*I3 certification required*)
7. I3 Speech Recognition software (integrated on CIC platform) (*I3 certification required*)
8. Standard CIC reports and custom CIC reports (using Crystal reports) (*I3 certification required*)

**C.4.2 ECC Interfaces**

1. Microsoft Exchange 2000 servers
2. Microsoft IIS webserver (for CIC web chat)
3. Siebel 7.5.x (for contact center screen pop)
4. Remedy AR (for help desk screen pop)
5. RightFAX server (inbound/outbound fax integration)
6. Nortel PBX (voice lines tied into Nortel PBX)

**C.4.3 Contact Center Technologies**

1. Multi-site Contact Center infrastructure
2. Contact Center Queuing / Routing
3. Single Queue / Multi-channel communications
4. Telecommunications voice services (800 services, DID, ANI, Centrex, network routing, etc.) and standards (SS7, T1, PRI, etc.)
5. TTY and supporting protocols (Baudot)

**C.4.4 General IT Technology**

1. Application servers
2. COTS integration, from selection through deployment
3. Federal Enterprise Architecture (FEA)
4. Highly available systems
5. Portals, especially WebSphere Portal Server
6. Rational unified process (RUP)
7. Service-Oriented Architecture / Web Services

**C.4.5 Operating Systems**

1. LINUX
2. UNIX (at a minimum, HP-UX and AIX)
3. Windows XP
4. Windows servers

**C.4.6 Languages**

1. C
2. C++
3. Visual Basic

**C.4.7 Standards**

1. XML
2. UML

**C.4.8 Relational database management systems**

1. Oracle
2. Microsoft SQL Server

**C.4.9 Business applications, tools, and skills**

1. Application system performance monitoring and measurement
2. Configuration Management
3. Customer Service / Contact Center Management
4. Customer Relationship Management (CRM)
5. Life Cycle Management (LCM)
6. Business Processes and Workflow

**C.4.10 IT-related Federal Government regulations and laws**

1. Certification and Accreditation
2. Electronics Records Management (ERM)
3. Federal Information Security Act of 2002 (FISMA)
4. Section 508 of the Disabilities Act
5. Sections 501 and 504 of the Rehabilitation Act

**C.4.11 Current Tools in Use**

1. Configuration management: Merant PVCS Dimensions, IBM Rational ClearCase, and IBM Rational ClearQuest
2. Requirements management: IBM Rational Analyst Studio 2003
3. Testing: Mercury Interactive TestDirector, WinRunner, and LoadRunner

## **C.5 QUALIFICATIONS OF CONTRACTOR PERSONNEL**

### **C.5.1 GENERAL PERSONNEL QUALIFICATIONS**

The contractor shall provide trained, knowledgeable technical personnel according to the requirements of specific task orders. Therefore, the USPTO will not provide nor pay for training, conferences, or seminars to be given to contractor personnel in order for them to perform their tasks, with the exception of USPTO-specific and specialized training not obtainable outside the USPTO (e.g., patent examination process class). If it is determined during the performance of the task order that training, conferences, or seminars not specified in the task order are required, only the Contracting Officer may approve the training.

All contractor personnel who interface with USPTO management and technical personnel must have excellent oral and written communication skills. "Excellent oral and written communication skills" is defined as the capability to converse fluently, communicate effectively, and write intelligibly in the English language.

### **C.5.2 LABOR CATEGORIES**

The following labor categories are provided for evaluation purposes. Please note that the titles of these categories are illustrative only. It is not required that the Contractor provide personnel with these exact titles; rather, personnel shall meet the requirements listed. As necessary, additional labor categories may be added or deleted in order to fulfill staffing requirements under the scope of the contract.

<u>Title</u>	<u>Key</u>
Program Manager	01
Senior Technical Specialist	02
ECC System Administrator	03
Microsoft Server Specialist	04
Computer Senior Programmer	05
Voice Application Specialist	06
Computer Systems Programmer/Analyst	07
Computer Support Technician	08
Document Specialist/Technical Writer	09

### **C.5.3 LABOR CATEGORY DESCRIPTIONS**

The requirements for each of the labor categories are described below.

#### **01 Program Manager**

Certification Requirement(s): PMP

Experience: 10+ years of experience managing contact center installations  
Successful planning and management of contact center infrastructure for 100+-seat contact centers. Knowledge of and experience with I3 platform. Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract. Organizes, plans, directs, staffs, and coordinates the overall program effort; manages contract and subcontract activities as the authorized interface with the Contracting Officer, COTR, Government management personnel, and customer agency representatives; ensures compliance with Federal rules and regulations. Shall have demonstrated communications skills with all levels of management. Establishes and alters (as necessary) management structure to effectively direct contract support activities. Meets and confers with USPTO management and technical personnel regarding the status of specific contractor activities and problems, issues, or conflicts requiring resolution. Shall be capable of negotiating and making binding decisions for the company. Shall have extensive experience and proven expertise in managing similar multi-task contracts of this type and complexity. Shall have extensive experience supervising personnel. Shall have a thorough understanding and knowledge of the principles and methodologies associated with program management, contractor management, and financial management. Shall have experience and knowledge in subcontractor management, quality assurance metrics and techniques, and configuration management tools.

**02 Senior Technical Specialist**

Certification Requirement(s): I3, Stratus (Refer to Section C.4.1)

Experience: 5+ years of experience with I3 platform

Successful planning, designing, installing, configuring, and troubleshooting the Interactive Intelligence Customer Interaction Center (CIC) on an Intel-based Stratus platform for Multi-channel contact centers of 100+ seats. Hands-on experience installing and configuring Intel, GammaFAX, and Aculab telephony hardware and software on a server. Experience installing, troubleshooting, and configuring the CIC and IC software utilizing a unified, customer-based scenario. Knowledge of and configuration experience with CIC platform, aspects of Windows 2000 and email servers. Knowledge of and experience with CIC IVR platform. Detailed understanding of contact center technologies and telecommunications standards. Strong contact center technology experience in all areas identified in *Section C.4*. Senior technical point of contact for ECC platform.

**03 ECC System Administrator**

Certification Requirement(s): I3, Stratus (Refer to Section C.4.1)

Experience: 3+ years of experience with I3 platform

Successful installing, configuring, and troubleshooting the Interactive Intelligence Customer Interaction Center (CIC) on an Intel-based Stratus platform. Hands-on experience installing and configuring Intel, GammaFAX, and Aculab telephony hardware and software on a server. Experience installing, troubleshooting, and configuring the CIC and IC software. Knowledge of and configuration experience with CIC platform (as stated in *Section C.4.1*), aspects of Windows 2000 and email servers. Proven ability to perform day-to-day administrative tasks with CIC platform and with configuring CIC data using the Interaction Administrator tool – including, but not limited to:

Listing the requirements for the CIC and associated servers.

Preparing the server for installation. Listing the functions of key telephony cards; discuss issues surrounding telephony software and versions. Installing and patching Intel, Aculab, Stratus, and GammaFax cards and software. Installing CIC

Configuring the server for dial tone. Identifying different communications solutions (SIP, TAPI, Aculab, Intel) and deployment models. Using and customizing the IC.

Using the Interaction Administrator, configure data required for real-world implementation.

This data includes (but is not limited to): Lines and Line Groups; Users: ACD Workgroups; Stations; Security; Dial Plans; and Skills. Describing and configuring ACD processing.

Identifying the elements of the Interaction Attendant.

Creating Schedules and Menus in Interaction Attendant.

**04 Microsoft Server Specialist**

Certification Optional but not Requirement(s): Microsoft (MCSE)

Experience: 5+ years experience with Microsoft Server software

Successful installing, configuring and troubleshooting Microsoft Windows Server 2000, Microsoft SQL Server, and Microsoft Exchange 2000 platforms. The Microsoft Server specialist is expected to:

Have experience with graphical user administration tools on a data or voice network.

Be designated as the installer or support engineer for the CIC platform.

Have hands-on experience with computer hardware and software.

Have installed Windows NT or Windows 2000 service packs.

Be able to establish a Windows 2000 LAN connection.

Be able to establish an e-mail connection.

Be able to perform basic Windows 2000 administration tasks, including:

Create local and domain users.

Create workgroups and assign rights.

Assign permissions for shares and NTFS objects.

Use the services panel to start and stop services.

Use the event viewer to troubleshoot system issues.

**05 Computer Senior Programmer**

Certification Requirement(s): I3

Experience: 3+ years experience with I3 software. Configures CIC system handlers and provides CTI Integration. Configures the environment for the telephony system platform and prepares for success in configuration of the customization of the platform. Hands-on experience navigating and customizing the telephony platform software on the server. Experience utilizing a unified, customer-based implementation and computer telephony integration. Creation and design of telephony call flows; creation and design of program logic flows. Aspects of programming and logic are required. Knowledge and skills necessary to perform IC handler troubleshooting and customization, to effectively create and modify programming logic for the I3 CIC – including, but not limited to:

Describe the handler-oriented subsystems and how they work. Research, plan, design, build, publish test and activate an existing or new handler. Use Interaction Designer to manipulate handlers. Create variables, values, and attributes within objects or tools in handlers. Use the Expression Editor to set parameters in tools. Select tools and subroutines from the Interaction Designer pallets. Define and describe the use of attributes, events, objects, tools, steps, subroutines, values, variables, and properties that make up a handler. Pass variables between handlers. Describe how handlers interact with each other, as well as with Interaction Client. Describe the basics of flow control and other related concepts, such as how the CIC handles outbound activity. Effectively use Interaction Designer's online help. Install Remedy/CTI, 508 TTY/TDD, CRM Seibel integration, email, TargusINFO lookups, and ACD/IVR. Have knowledge of the Windows OS interface(s) and familiarity with its terminology. Have a current working knowledge of a 4th generation programming language or event-driven language (e.g. Visual Basic, C, C++, Basic, or another procedural language) and have built an application using tools associated with that language. Have been responsible for handler development in a CIC project. Have created or designed telephony call flows; have created or designed program logic

flows. Have performed debugging or troubleshooting of program code. Be able to set up ODBC functionality within Windows Operating Systems.

## **06 Voice Applications Specialist**

Certification Requirement(s): I3

Experience: 5+ years experience with developing voice applications. Develops and maintains interactive voice response (IVR) applications using the CIC platform. Hands-on experience with developing world-class interactive voice response applications involving database interactions, speech-to-text and text-to-speech conversions, and integration with CRM and helpdesk applications (Siebel, Remedy). Hands-on experience with the development of Speech Recognition applications on the I3 platform utilizing either Nuance or SpeechWorks technologies. Knowledge of and experience with XML-based standards for voice applications.

## **07 Computer Systems Programmer/Analyst**

Certification Requirement(s): I3

Experience: 1+ years experience with I3 software. Configures, designs and implements CIC system. Works on configuration of the telephony system to ensure system meets user needs. Performs implementation and support of the system. Understands the implementation of the telephony system, troubleshoots when issues arise. Hands-on experience navigating and customizing the CIC platform software on a server. Experience utilizing a unified, customer-based implementation. Aspects of programming and logic will be required. Knowledge and skills necessary to perform handler troubleshooting and customization, to effectively create and modify programming logic for the CIC.

## **08 Computer Support Technician**

Certification Requirement(s): I3

Experience: 2+ years experience supporting contact center implementations  
Works as a team member under the direction of senior level personnel. Provides customer support for ECC user communities in person, on-line, or via the telephone, as appropriate, resolving customer problems or requests for assistance in various ECC server components (e.g. voice menus), hardware, or ECC client software. Has experience in help desk management discipline(s).



**09 Documentation Specialist/Technical Writer**

Certification Requirement(s): None

Experience: Two or more years of technical documentation experience.

Provides highly technical and specialized guidance, and solutions to, documentation and publication challenges. Participates in activities involving compiling, organizing, and publishing technical and other materials related to information technology and information systems, and business or agency publications, including on-line documentation and/or publications. Provides expertise and support in the development of technical material, user and training manuals, system design criteria, operational concepts and procedures, storage and retrieval procedures, agency publications and published documentation, and other documentation. Consults with information processing and customer personnel to define requirements and available sources of information and industry best practices; provides technical guidance on methods to clarify intent, accuracy, completeness, conformity with established standards, and formatting of life cycle and other documentation guidelines based on evolving IT technology and software development tools. Makes recommendations in regard to documentation or publishing policies, standards, and procedures, and new technologies. Has substantive experience in documentation/publication discipline(s) and technologies described in an actual task order proposal.

## **SECTION D - PACKAGING AND MARKING**

### **D.1 PACKING FOR DOMESTIC SHIPMENT**

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

### **D.2 MARKING DELIVERABLES**

Packing, labeling and marking of items to be delivered under this Contract must comply with the Statement of Work and with instructions provided by the Contracting Officer's Technical Representative.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

52.246-06	Inspection--Time-And-Material And Labor-Hour	May 2001
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**E.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

The proposed QASP of the Successful Offeror will be incorporated into the resulting contract award for performance by the Successful Offeror. The QASP may be modified during the contract life as deemed necessary. See Section L for proposal requirement.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

52.242-15	Stop Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

### F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

CONTRACT PERIOD	PERIOD OF PERFORMANCE
Base Period	Effective date of contract through September 30, 2005
Option Period 1	October 1, 2005 through September 30, 2006
Option Period 2	October 1, 2006 through September 30, 2007
Option Period 3	October 1, 2007 through September 30, 2008
Option Period 4	October 1, 2008 through September 30, 2009

### F.3 PROGRESS REPORTING

The Contractor shall submit a progress report monthly covering work accomplished during that period of the Contract performance. The progress report shall be brief and factual and shall be prepared in accordance with the following format.

(a) A cover page containing:

- (1) Contract number and title;
- (2) Type of report, sequence number of report, and period of performance being reported;
- (3) Contractor's name and address;
- (4) Author(s); and

(5) Date of report

(b) SECTION I - An introduction covering the purpose and scope of contract effort. This shall be limited to one paragraph in all but the first and final report's narrative.

(c) SECTION II - A description of overall progress plus a separate description for each task or other logical segment of work on which effort was expended during the report period. Description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.

(d) SECTION III - A description of current technical or substantive performance and any problem(s),  
which may impede performance along with, proposed corrective action.

(e) SECTION IV - A planning schedule shall be included with the first progress report for all assigned tasks required under the Contract, along with the estimated starting and completion dates for each task. The planning schedule shall be updated and submitted with each subsequent technical progress report. An explanation of any difference between actual progress and planned progress, why the differences have occurred, and --- if behind planned progress --- what corrective steps are planned.

(f) SECTION V -Financial information shall be submitted for each major task or line item cost. Data  
shall include:

(1) the total estimated cost budgeted (fee excluded)

(2) the estimated cost expended during the current reporting period

(3) identification of direct labor hours of prime contractor and subcontractor(s) and/or consultant(s), if applicable

(4) total project to-date expenditures

(5) total remaining funds.

#### **F.4 IDENTIFICATION OF CONTRACT DELIVERABLES**

Unless otherwise specified, all documents prepared and submitted by the Contractor to the Government under this Contract shall include the following information on the cover page of each document:

- (a) Name and business address of the Contractor
- (b) Contract number
- (c) Total dollar amount of the Contract including any modifications thereto
- (d) Name, position, and office location of the United States Patent and Trademark Office (USPTO) Contracting Officer's Technical Representative.
- (e) Date of report.

#### **F.5 REPORTS**

Final - One (1) month (s) after the effective completion date of this Contract or a task order, the Contractor shall prepare and submit to the Government in two (2) copies, in lieu of a progress report:

- (1) a comprehensive draft report containing the Contractor's findings and recommendations in conformity with the requirements of this Contract, and including therein all necessary data, and exhibits to support said findings and recommendations, a recapitulation of man-hours expended by each of the Contractor's professional employees, including officials of the Contractor, and
- (2) a brief summary of the report including short statements on the study's objectives, scope, methodology, information obtained, and conclusions. The Government will review the draft and return it to the Contractor within thirty (30) calendar days after receipt with comments and instructions for a format to be used in the preparation of a final report; the Contractor shall incorporate the comments into a final report and furnish the Government with two (2) copies within two (2) months of the effective completion date of this Contract or task order.

In the event the Government does not return the draft copy of the report to the Contractor within the prescribed period, the Contractor shall be permitted an extra day for each day of delay by the Government in the time required for the submission of the final report required hereunder. The Government shall not be liable for any increased costs by reason of any such delay.

**F.6 DELIVERY LOCATION**

Shipment of deliverable items, including reports, shall be indicated on the individual delivery order(s)/task order(s).

**F.7 GOVERNMENT HOLIDAYS**

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

The Contractor shall comply with the aforementioned Government holidays. Therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CONTRACT ADMINISTRATION**

Notwithstanding the Contractor's responsibility for total management during the performance of the contract, the administration of the contract will require maximum coordination between the USPTO and the Contractor. The following individuals will be the USPTO points of contact during the performance of the contract.

#### **(a) Contracting Officer's Technical Representative**

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform or cause to be performed inspections necessary in connection with performance of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to the contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

#### **(b) Contracting Officer**

All contract administration will be effected by the Contracting Officer, address as shown on the face page of the contract. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

### **G.2 CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of the contract and notwithstanding any provisions contained elsewhere in the contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

### **G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**



(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative.

NAME: Mark Clayburn  
ADDRESS: U.S. Patent and Trademark Office  
Office of Acquisition Management  
Madison West  
PO BOX 1450  
4<sup>th</sup> Floor, Corridor A, Room 70  
600 Dulany St.  
ALEXANDRIA, VA 22313-1450

PHONE NO: 571-272-5410

The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

(b) The responsibilities and limitations of the COTR are as follows:

- (1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
- (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

**G.4 POINT OF CONTACT FOR CONTRACT ADMINISTRATION**

The prospective Contractor shall designate the person whom the Government may contact during the period of performance of the contract for prompt attention on matters pertaining to the administration of the contract.

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ TELEPHONE  
NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_ INTERNET  
ADDRESS: \_\_\_\_\_

**G.5 TYPE OF CONTRACT**

The Government is awarding a Time and Materials contract. The Contractor shall perform the work under Contract Line Item Numbers (CLIN) 0001 - 0010 in accordance with task orders that will be issued by the USPTO.

**G.6 TASK ORDERS**

- (a) The Contractor shall perform work under this Contract as specified in written task orders issued by the Contracting Officer.
- (b) Each task order will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, (4) the description of the work, and (5) identification of the period (base, option period, etc.) to which the task order is to be charged if the Contract includes overlapping option periods.
- (c) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer a signed copy of the task order within one (1) calendar day after its receipt. The Contractor shall begin work immediately upon receipt of a task order.
- (d) Within five (5) calendar days after receipt of a task order, the Contractor shall submit a work plan to the Contracting Officer's Technical Representative and to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.
- (e) Within five (5) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.
- (f) If the Contractor has not received approval on a work plan within ten (10) calendar days after its submission, the Contractor shall stop work on that task order. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(g) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control. Where any language in the delivery orders or task orders suggest a change to the terms or conditions of this contract, the Contractor shall immediately notify the Contracting Officer.

#### **G.7 ORDERING--CONTRACTOR RESPONSIBILITIES**

(a) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Contracting Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(b) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, the Contractor shall promptly notify the Contracting Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(c) Each task order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) calendar days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Contracting Officer.

#### **G.8 GOVERNMENT-FURNISHED DATA**

(a) The Government shall deliver to the Contractor the Government-furnished data described in the Contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this Contract in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain with the Government.

(C) The Contractor shall use the Government-furnished data only in connection with this Contract.

**G.9 INVOICING AND PAYMENT INSTRUCTIONS**

(a) The Contractor shall only invoice for services rendered and deliverables furnished. For services performed for the USPTO, invoices shall be submitted in an original and two (2) copies to the following address:

**U.S. Patent and Trademark Office  
Office of Finance, Mail Stop 17  
P.O. Box 1450  
Alexandria, VA 22313-1450**

(b) To constitute a proper invoice, each invoice must include the following information or attached documentation:

- (1) Name of Contractor, invoice number and invoice date;
- (2) Contract number;
- (3) Description, price, and quantity of each CLIN;
- (4) Payment terms;
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.

(c) If items are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25--see Section I) will apply to the new acceptance of replacement items.

**G.10 INVOICING/PAYMENT FREQUENCY**

The Contractor shall submit invoices on a monthly basis for services completed during the previous month.

**G.11 ELECTRONIC PAYMENT INFORMATION**

(a) The information required by the clause 52.232-38, Submission of Electronic Funds Transfer Information with Offer, shall be forwarded by the Contractor to the below designated office no later than seven (7) days after contract award:

**U.S. Patent and Trademark Office  
Office of Finance, Mail Stop 17  
P.O. Box 1450  
Alexandria, VA 22313-1450**

(b) If requested, a form will be provided to the successful Offeror for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

## **H.1 AWARD TERM OPTION INCENTIVES**

(a) In an effort to establish a long-term business relationship based on sustained superior performance, this contract provides the contractor the opportunity to earn the addition of up to three more (un-priced) option years of contract performance (beyond the base period and regular option periods) in the form of Award Term Options.

(b) Following the base period (and assuming the period of performance has been extended through the exercise of regular options), up to 3 award term options may be earned by the contractor through achieving and maintaining superior performance levels. These performance levels will be mutually agreed upon between USPTO and the contractor in the Award Term Incentive Plan. This plan will be bilaterally added to the contract within one year after contract execution. Within 6 months after award of the resulting contract, the successful Offeror shall submit a draft of the Award Term Incentive Plan to USPTO for negotiation.

(c) The USPTO will designate an Award Term Determining Official (ATDO), who will be responsible for the overall award term evaluation. The TDO will unilaterally decide whether or not the contractor has earned the addition of the award term option. If the TDO authorizes the addition of an award term, the contractor shall, within 90 days, submit a priced proposal for the subject award term option year. Following price negotiations, a supplemental agreement will be issued to revise Section B to include the new award term option year and prices. A successful award term evaluation shall not entitle the contractor to the award term option. The award term option will be exercised (unilaterally) by the Contracting Officer after evaluation in accordance with FAR 17.2, but only if the quality levels have been maintained from the time of the ATDO decision.

## **H.2 ORGANIZATIONAL CONFLICT OF INTEREST**

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

### **H.3 OVERTIME**

Unless otherwise provided in this contract, the Contractor shall not perform any overtime work under or in connection with this contract without specific, prior, written approval from the USPTO System Development Manager (SDM) or his/her immediate supervisor.

#### **H.4 OPTION TO EXTEND THE TERM OF THE CONTRACT--FIXED-PRICE CONTRACT**

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 30-days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30-days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

#### **H.5 KEY PERSONNEL**

- (a) The Contractor shall assign to this contract the following key personnel:

Program Manager  
Senior Technical Specialist  
ECC System Administrator  
Microsoft Server Specialist  
Computer Senior Programmer  
Voice Application Specialist  
Computer Systems Programmer/Analyst  
Computer Support Technician  
Document Specialist / Technical Writer

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions.

The contract will be modified to reflect any approved changes of key personnel.

## **H.6 RESTRICTIONS AGAINST DISCLOSURE**

- (a) The Contractor agrees, in the performance of this contract, to keep the information contained in source documents or other media furnished by the Government in the strictest confidence, said information being the sole property of the Government. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees that he will not disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.
- (c) All personnel employed on this contract shall be subject to a suitability investigation. At the time of contract initiation or employment (whichever comes first), each individual shall within 3 workdays, complete and return to the COTR such forms as requested by the Government. Adverse information discovered as a result of such an investigation may result in recommendation for the employee's termination of employment from this contract.

## **H.7 SECTION 8(a) DIRECT AWARD**

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Commerce. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration  
Washington Metropolitan Area District Office  
1110 Vermont Avenue N.W., 9<sup>th</sup> Floor  
Washington, DC 20043-4500

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating



performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that-

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will adhere to the requirements of 52.219-14, Limitation on Subcontracting.

## **H.8 ADVERTISING OF AWARD**

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government, it is considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

## **H.9 NOTICE TO THE GOVERNMENT OF DELAYS**

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

## **H.10 52.217-08 OPTION TO EXTEND SERVICES (November 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**H.11 ACCESS TO GOVERNMENT FACILITIES**

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required per each individual task order. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

**H.12 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA**

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data that is the sole property of the USPTO, as well as access to proprietary data, which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative therefrom, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

**H.13 SECRECY AND USAGE OF PATENT INFORMATION**

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copy or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained therefrom except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following at or affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

#### **H.14 CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES**

This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);
- (2) The Office of Management and Budget (OMB) *Circular A-130, Appendix III, Security of Federal Automated Information Resources*, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and
- (3) *The Computer Security Act of 1987* (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).
- (2) The *DOC Security Manual, Chapter 18* (<http://www.osec.doc.gov/osy/>).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor's systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.

For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor Shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:

OMB Circular A-130, *Management of Federal Information Resources*, Appendix III, *Security of Federal Automated Information Resources*

(<http://csrc.nist.gov/secplecy/a130app3.txt>);

National Institute of Standards and Technology Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems*

(<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>) ; and

DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>). .

National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(2) Within 14 days after contract award, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the Offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in

this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO IT Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

#### **H.15 CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS**

(a) Contractor personnel requiring any access to AISs operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.

Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.

Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained from USPTO Office of Security. At the option of the government, interim access to USPTO AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract .

(b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures*.

(d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov](http://www.arnet.gov)

NUMBER	TITLE	DATE
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Apr 1991
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-04	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-07	Central Contractor Registration	Oct 2003
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-01	Instructions To Offerors-Competitive Acquisition	Oct 1997
52.215-02	Audit and Records--Negotiation	Jun 1999
52.215-08	Order of Precedence -- Uniform Contract Format	Oct 1997
52.216-7*	Allowable Cost and Payment	Dec 2002
52.216-11*	Cost Contract -- No Fee	April 1984

Note: \*Applies to CLINs 0002, 0004, 0006, 0008 and 0010 only.

NUMBER	TITLE	DATE
52.219-08	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	Oct 2000
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns	June 2003
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-22	Previous Contracts and Compliance Reports	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Records on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Dec 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	Dec 2001
52.222-41	Service Contract Act of 1965, as Amended	May 1989
52.222-42	Statement of Equivalent Rates for Federal Hires	May 1989
52.222-43	Fair Labor Standards Act and Service Contract Act --Price Adjustment (Multiple Year and Option contracts)	May 1989
52.223-06	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-13	Certification of Toxic Chemical Release Reporting	Aug 2003
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.225-13	Restrictions on Certain Foreign Purchases (Deviation)	June 2003
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug. 1996
52.227-14	Rights in Data-General	Jun 1987
52.228-05	Insurance - Work on a Government Installation	Jan 1997



NUMBER	TITLE	DATE
52.229-03	Federal, State, and Local Taxes	Apr 2003
52.232-01	Payments	Apr 1984
52.232-07	Payments Under Time-And-Materials And Labor Hour Contracts	Feb 2002
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-17	Interest	Jun 1996
52.232-18	Availability of Funds	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	Oct 2003
52.233-01	Disputes	Jul 2002
52.233-03	Protest After Award	Aug 1996
52.237-03	Continuity of Services	Jan 1991
52.242-1*	Notice of Intent to Disallow Costs	April 1984
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes - Fixed-Price (Alternate I)	Apr 1984
52.243-03	Changes--Time-And-Material Or Labor-Hours	Sep 2000
52.245-01	Property Records	Apr 1984
52.245-02	Government Property (Fixed-Price Contracts)	June 2003
52.246-3*	Inspection of Supplies -- Cost-Reimbursement	May 2001
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-06	Termination (Cost Reimbursement) - Alternate IV Alt IV	Sep 1996
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.249-14	Excusable Delays	April 1984
52.252-06	Authorized Deviations in Clauses	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991

Note: \*Applies to CLINs 0002, 0004, 0006, 0008 and 0010 only.

## **I.2 CLAUSES INCORPORATED IN FULL TEXT**

### **52.219-18 -- Notification of Competition Limited to Eligible 8(a) Concerns (June 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The successful Offeror under the competition will notify the USPTO Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  
(JAN 1997)**

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be-

- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
- (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
- (3) For cost-plus-award-fee contracts-
  - (i) The base fee established in the contract at the time of contract award;
  - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may-
  - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
  - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors

by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

## **52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 2003)**

### **(a) Definitions.**

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract.

An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action --

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of --

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or



analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes --

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31

U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

#### **52.204-7 Central Contractor Registration, Alternate 1 (Oct 2003)**

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) The Contractor shall be registered in the CCR database by **the date of award of the resulting contract**. The Contractor shall maintain registration during performance and through final payment of this contract.

(2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/Modification of Contract, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

(c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current,

accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

## **52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### **52.244-06 Subcontracts for Commercial Items (Apr 2003)**

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

## **SECTION J - LIST OF ATTACHMENTS**

### **J.1 LIST OF ATTACHMENTS THAT ARE HEREBY MADE A PART OF THIS SOLICITATION AND ANY RESULTANT CONTRACT**

Attachment "1" – Offeror proposed Section B fully burdened labor rates.

Attachment "2" – Past Performance Reference Worksheet.

Attachment "3" – Past Performance Questionnaire.

Attachment "4" – Personnel Resume Worksheet

Attachment "5" - Wage Determination No. 1994-2103 Revision No. 32, dated May 27, 2004 issued by the United States Department of Labor.

Attachment "6" – Table of Financial Ratios

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The Offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

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[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the Offeror deletes or modifies subparagraph (a)(2) of this provision, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.



**K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

## (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

## (f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.4 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS (MAY 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The Offeror represents that it [ ] is a women-owned business concern.

**K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the

Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.6 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

(b) If the Offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

**K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)**

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.
- (2) The small business size standard is \$30 million dollars.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
- (2) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it ( ) is, ( ) is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.
- (4) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
- (5) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The Offeror represents as part of its offer that it is ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that -
  - (i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment;  
and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The Offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The Offeror represents that (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.10 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)**

(a) Definitions. As used in this clause-

"Priority chemical" means a chemical identified by the interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category in listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA
- (3) The list of Material Safety Data Sheets required by Section 311 of EPCRA
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Section 502 and 503 of Executive Order 13148.

**K.11 CERTIFICATION**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_



**SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.215-01	Instructions to Offerors – Competitive Acquisition	May 2001
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	February 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

**L.2 52.233-2 SERVICE OF PROTESTS (DEVIATION FAR 52.233-2) (AUG 1996)**

- A. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. PATENT & TRADEMARK OFFICE  
OFFICE OF PROCUREMENT  
MAIL STOP 6  
PO BOX 1450  
ALEXANDRIA, VA 22313-1450  
ATTN: Chris Hannah

- B. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **L.3 AGENCY-LEVEL PROTEST PROCEDURES**

#### **AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)**

1. **PURPOSE:** To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

#### **II. DEFINITIONS:**

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

### III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department.

Protests shall be addressed to:

U.S. Patent & Trademark Office  
Ms. Jo-Anne Barnard  
Chief Financial Officer and Chief Administrative Officer  
PO Box 1450  
ALEXANDRIA, VA 22313-1450  
(FAX Number 571-273-0095)

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

U.S. Patent & Trademark Office  
Office of the General Counsel  
PO Box 1450  
ALEXANDRIA, VA 22313-1450  
(FAX Number 571-273-0099)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management. Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

**IV. REMEDIES:**

The protest decision authority may grant one or more of the following remedies:

(1) terminate the contract, (2) re -compete the requirement, (3) issue a new solicitation, (4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement, (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

**L. 4 PROPOSAL REQUIREMENTS**

Offerors are required to submit one (1) original and three (3) copies each of Volume 1, Technical Proposal, and Volume 2, Price Proposal.

**The Volume 1 Technical Proposal shall address the following factors:**

**A. TECHNICAL/MANAGEMENT PLAN**

1. Offeror's Specific Management Plan
2. Offeror's Ability to Perform Breadth of Services required in Section C of the RFP
3. Offeror's Experience Level of Proposed Staff and Software/Hardware Certification Level
4. Offeror's labor Mix of Proposed Staff / Realism of the Proposed Plan
5. Offeror's experience/viability /corporate and financial resources
6. Offeror's Quality Assurance Surveillance Plan (QASP)

**B. PAST PERFORMANCE**

**The Volume 2 Price Proposal shall contain the following items:**

- (1) Price Proposal (Time and Material)
- (2) A completed Section K (Certifications and Representations)

**A. Technical Proposal**

The Technical Proposal shall not exceed a total of thirty (30) pages in length (not including Attachments 2, 3 and 4 to the RFP) and shall address the following factors and subfactors as described below:

**Evaluation Factor A: Technical/Management Plan**

The USPTO project team will assess the Offeror's ability to provide and manage the full range of services necessary to perform the resulting contract successfully. The management plan evaluation will consider the quality, completeness, responsiveness, relevance, and credibility of services offered. The USPTO Project Team will evaluate the following sub-factors in evaluating the Offeror's Management Plan. Sub-factors 2 and 3 are the most important and are of equal value. Sub-factors 1, 4 and 5 are of less importance and are of equal value. The combination of sub-factors 2 and 3 are of greater value than the combination of sub-factors 1, 4, and 5.

1. Offeror's Specific Management Plan for meeting the requirements in Section C of the RFP in the resulting contract.
2. Offeror's Ability to Perform Breadth of Services required in Section C of the RFP (see list of items to be performed per Section C.3).
3. Offeror's Experience Level of Proposed Staff (see Section C.5) and Software/Hardware Certification Level (see Section C.4). Offeror shall provide resumes for proposed personnel **(minimum of one per labor category)** required in Section C.5.2 of the RFP that would be assigned to the resulting contract. The resume shall be submitted in accordance with the format found in Attachment 4 of the RFP. **The Offeror must submit a letter of commitment for any proposed personnel not currently employed by the prime/subcontractor(s) committing the employee to work for the prime/subcontractor contingent upon award of the contract and also stating the fully burdened labor rate the employee has agreed to work for. This letter must be signed by the prospective employee.**
4. Offeror's labor Mix of Proposed Staff / Realism of the Proposed Plan. If the title of the Offeror's proposed labor categories don't match the labor categories listed under Section C.5.2. of this RFP, the Offeror must provide a "road map" between its proposed labor categories and those required under this RFP. Offerors are permitted to propose labor categories in addition to the ones required in Section C.5.2 if Offerors believe they are necessary to complete the work required in Section C. However, if Offerors propose labor categories in addition to the ones required in Section C.5.2, Offerors must provide the position description/definition for each unique labor category and must map these additional labor categories back to the requirements listed under the labor categories required in Section C.5.2.
5. Offeror's experience/viability /corporate and financial resources. The Offeror shall demonstrate its previous experience for the same or similar services required by Section C of this RFP. In addition, the Offeror shall provide its Dun and Bradstreet (DUNS) number and list of resources and demonstrate its viability to successfully fulfill the requirements stated in Section C of this RFP. Offeror's are also required to calculate the financial ratios shown in Attachment "6" to this RFP. Offerors must show all work during calculations and must include financial references of all financial input. Finally, the Offeror should indicate how its proposed compensation structure enables the Offeror to recruit and retain suitably qualified personnel in order to meet the requirements in Section C of this RFP.
6. Offeror's Quality Assurance Surveillance Plan (QASP). The Offeror must prepare and submit a comprehensive Quality Assurance Plan for the required services. Under this subfactor, the Offeror must also demonstrate the use of a Quality Assurance Plan under a contract or contracts similar in type, size and scope to this requirement. The Quality Assurance plan must address, but is not limited to, the following items:
  - (1) Performance measures and standards for services required in this RFP against which the Offeror's performance will be measured. **In addition to the minimum performance standards for Operations stated in the table at paragraph**

**C.3.6.1, the Offeror must also propose performance measures, standards and metrics that cover all other parts of Section C in its proposed Quality Assurance Surveillance Plan.** The Offeror must establish and define the following two levels of performance standards:

(a) Good level

(b) Superior level

Offerors must propose a dollar amount to be deducted from their monthly invoice for performance below the Good Level Performance Standard until this level is achieved. Offerors are required to propose positive incentives, not limited to monetary incentives (be creative) for exceeding the Good and Superior performance standards. The Offeror's Quality Assurance Plan will be evaluated under the technical understanding and approach evaluation factor, but will not be evaluated under the price factor. Monetary incentives may be the subject of a future contract modification.

(2) Performance metrics that will measure the Offerors actual level of performance against the Offeror's proposed performance standards. The Offeror must establish and define these performance metrics. The Offeror must also establish and define the procedures that will be implemented to calculate the performance metrics.

## **Evaluation Factor B: PAST PERFORMANCE**

The Project Team will assess the Offeror's past and present performance in providing identical or similar products and services in programs of similar size and complexity. The USPTO will utilize past performance information submitted by each offeror in response to the solicitation. Each offeror will complete a Past Performance Reference Worksheet and have the cognizant contract reference complete a Past Performance Questionnaire for each contract provided as a past performance reference under its proposal (see Attachment's "2" and "3" to this RFP). Each prime contractor and any proposed subcontractor **shall provide three (3) Government and/or commercial past performance contract references.** These contract references must be currently in process or completed within the past three years. The Project Team will also assess the experience, relevance, and completeness of the offered delivery process and procedures.

The Project Team will evaluate overall customer satisfaction with the business relationship and management responsiveness.

The Project Team will evaluate customer satisfaction with individual aspects of the program, including ability to meet the service requirements, on-time delivery, integration effectiveness, quality of service, personnel, project management and cost management.

During the evaluation process, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance. Past performance information obtained will be used for both responsibility determination and the best value decision.

## **B. Price Proposal**

The Price Proposal shall contain the following items:

(1) Offerors shall provide a proposed Section B, for the base year and each of the four option years, that includes the labor categories identified in Section C.5.2 of this RFP. If the title of the Offeror's proposed labor categories don't match the labor categories listed under Section C.5.2. of this RFP, the Offeror must provide a "road map" between its proposed labor categories and those required under this RFP. All labor categories identified shall include a fully burdened hourly rate (including wages, overhead, general and administrative expenses and profit) and the labor mix for each of the proposed labor categories. This information shall also be filled in on Attachment "1" to this RFP and returned as part of the Offeror's proposal. Labor rates shall be costed as 'Off-Site' with the Offeror providing space, equipment, supplies, and any other resources necessary to provide support under the resulting contract. Offerors are not required to propose a Material Handling rate. If a Material Handling rate is proposed, the Offeror shall propose a percentage rate for the base year and each of the option years. The Material Handling rate, if any, should be provided as a percentage of the cost of future material to be procured under the resulting contract, if any. The Offeror's Price Proposal should also show the components (direct and indirect) that make up the proposed fully burdened labor rates. The Offeror's proposed labor mix must be consistent with the labor mix proposed under Technical Evaluation Factor A, Subfactor 4. The USPTO will examine the following elements in evaluating the Offeror's Price Proposal:

A. Whether the proposed costs are realistic when compared to the technical approach.

B. Whether the proposed costs are fair and reasonable to the Government. The USPTO will evaluate the Offeror's total proposed price by plugging in the Offeror's proposed fully burdened labor rates into the USPTO calculated representative labor mix. This USPTO evaluated total price for the base year plus all option years will be calculated for and compared between each Offeror to assist in determining price reasonableness. The USPTO will also utilize its independent government price estimate calculated for the requirement to help determine price reasonableness.

Offerors shall provide an estimated price for the base year and each option year to meet the requirements of the RFP. Offerors must fully and adequately explain their cost proposal and chosen cost solutions. The Government will evaluate offers for award by adding the total price



for all option years to the total price for the basic year. Evaluation of options will not obligate the Government to exercise the option(s).

Wage Determination No.: 94-2103, Revision No. 32, dated May 27, 2004 may be applicable to some of the labor categories that may be proposed under this requirement (see Attachment "5" to this RFP). If a proposed labor category is covered under the aforementioned Wage Determination, each Offeror must identify the proposed labor category that is covered and must state the applicable Wage Determination Labor Category.

If the Offeror is using Defense Contract Audit Agency (DCAA) negotiated direct and indirect rates in its price proposal, it shall indicate this and provide the name and telephone number of the cognizant DCAA point of contact that can provide verification. In the absence of DCAA negotiated direct and indirect rates, the Offeror shall provide the following information:

Year-end actual direct labor and indirect rates for the company's most recently completed fiscal year. Along with these rates, the Offeror shall provide the following information:

1. Period of Offeror's fiscal year (i.e. January 1 through December 31 or October 1 through September 30)
2. Whether or not the Offeror's year-end actual direct labor and indirect rates were audited. If audited, attach a copy of the audit and provide name of agency/company, point of contact name and telephone number that performed the audit.
3. Whether or not the Offeror's year-end actual direct labor and indirect rates are in compliance with the Cost Accounting Standards in part 30 of the Federal Acquisition Regulation (FAR).

(2) Certifications and Representations.

The Certifications and Representations provided in Section K of this solicitation shall be completed, signed and provided with each Offeror's proposal.

## L.5 SUBMISSION REQUIREMENTS

All proposal documents shall be submitted as outlined below:

- paper form (one original and three (3) copies) on white, untextured paper;
- one copy on a CD formatted for Microsoft Office 97 (or newer) compatible with Intel-based personal computer systems and formatted for 8 1/2" by 11 " single-spaced print;
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the font shall be Times New Roman 12 pt;

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. DOC-52-PAPT-05-01006 on the outside of the package.

**All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time (EST), Monday January 31, 2005.**

IMPORTANT: Depending on the mode of delivery, Offerors' responses should be addressed as follows:

U.S. Postal Service

U.S. Patent and Trademark Office  
Attn: Chris Hannah  
Office of Procurement  
Mail Stop 6  
PO BOX 1450  
ALEXANDRIA, VA 22313-1450

\*Handcarried, Courier, or Non-USPS Mail Service

U.S. Patent and Trademark Office  
Attn: Chris Hannah  
Office of Procurement  
Madison East  
7<sup>th</sup> Floor, Corridor D, Room 41  
600 Dulany St.  
Alexandria, VA 22313-1450

When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

**\*The rights of ingress and egress to and from USPTO facilities for Contractor personnel is controlled by security. Therefore, Offerors are responsible for allowing sufficient time to be processed through security to ensure that its proposals are received by USPTO's Office of Procurement by the time and date specified above.**

## **L.6 QUESTIONS AND RESPONSES**

All questions pertaining to the RFP shall be submitted electronically to [chris.hannah@uspto.gov](mailto:chris.hannah@uspto.gov). Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>. The identity of the author and associated company name that submitted the question will not be published. All questions regarding the RFP are due by 2:00 p.m. E.S.T. January 12, 2005. Receipt of late questions will **not** result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

The USPTO requires the e-mail address of each company submitting a proposal in response to this RFP. Correspondence concerning this RFP may be conducted by e-mail. The e-mail address may be placed in any cover letter that accompanies the proposal.

**OFFERORS ARE SPECIFICALLY INSTRUCTED TO CONTACT ONLY THE PERSON IN BLOCK 10 OF THE SF33 ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.**

## **L.7 INCUMBENT CONTRACTOR**

This requirement is currently being performed under USPTO Contract 50-PAPT-3-01012. The current contractor is as follows:

Systems Integration, Inc.  
8201 Corporate Drive, Suite 300  
Landover, MD 20785

## **L.8 INCURRING COSTS**

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

## **L.9 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS**

Offerors who wish to respond to the USPTO's needs as outlined in this RFP shall submit all documents as defined in Sections L.4 and L.5. Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K). All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

**L.10 PERIOD FOR ACCEPTANCE OF OFFERS**

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all services upon which prices are bid.

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## **SECTION M -- EVALUATION FACTORS FOR AWARD**

### **M.1 “BEST VALUE” DETERMINATION AND CONTRACT AWARD**

In evaluating proposals submitted, the USPTO will make a best value determination across all eligible proposals. That is, the USPTO will select the proposal that offers the best value to the Government, non-price and price factors considered. In making this selection, the USPTO is more interested in obtaining superior non-price capabilities and innovative approaches than in making an award at the lowest price. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior non-price capabilities. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior non-price capabilities. As proposals become more equal in their non-price capabilities, the evaluated price increases in relative importance.

### **M.2 BASIS OF CONTRACT AWARD**

Award of the contract will be made to the responsive, responsible Offeror whose proposal, including all options, contains the combination of non-price and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the USPTO evaluated value of each Offeror's non-price and price factors. The USPTO shall determine what tradeoff among non-price and price factors promises the greatest value to the USPTO.

The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

To be eligible for source selection and contract award, the Offeror shall meet the following conditions:

- \* Proposal is responsive to the requirements in the solicitation and demonstrates the Offeror's capability to perform the requirements in Section C
- \* Determined to be responsible according to the standards of FAR Subpart 9.1
- \* Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation

### **M.3 AWARD WITHOUT DISCUSSIONS**

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In accordance with the Patent and Trademark Office Acquisition Guidelines (PTAG), the Government will limit the competitive range to the three (3) highest evaluated Offerors. Also, in accordance with the PTAG, the USPTO Contracting Officer may conduct discussions with only the highest ranked Offeror based on the evaluation factors set forth in the solicitation. If the USPTO Contracting Officer is unable

to reach agreement with this Offeror, discussions will be initiated with the next highest-ranked firm. This process will continue until those firms remaining in the competitive range have been considered. If agreement cannot be reached, discussions may be re-opened with all firms in the competitive range or the solicitation may be canceled.

#### **M.4 EVALUATION FACTORS**

The USPTO will evaluate each Offeror based on its responses to the evaluation factors and sub-factors provided below:

##### **A. TECHNICAL/MANAGEMENT PLAN**

1. Offeror's Specific Management Plan
2. Offeror's Ability to Perform Breadth of Services required in Section C of the RFP
3. Offeror's Experience Level of Proposed Staff and Software/Hardware Certification Level
4. Offeror's labor Mix of Proposed Staff / Realism of the Proposed Plan
5. Offeror's experience/viability /corporate and financial resources
6. Offeror's Quality Assurance Surveillance Plan (QASP)

##### **B. PAST PERFORMANCE**

##### **C. PRICE**

#### **M.5 WEIGHTING OF EVALUATION FACTORS**

Factors A and B below are of equal value. Under Factor A, sub-factors 2 and 3 are the most important and are of equal value. Sub-factors 1, 4, 5 and 6 are of less importance and are of equal value. The combination of sub-factors 2 and 3 are of greater value than the combination of sub-factors 1, 4, 5 and 6. In addition, factor C will not be scored but will be considered in the "best value determination" described in M.1 above.

##### **A. TECHNICAL/MANAGEMENT PLAN**

1. Offeror's Specific Management Plan
2. Offeror's Ability to Perform Breadth of Services required in Section C of the RFP
3. Offeror's Experience Level of Proposed Staff and Software/Hardware Certification Level
4. Offeror's labor Mix of Proposed Staff / Realism of the Proposed Plan
5. Offeror's experience/viability /corporate and financial resources
6. Quality Assurance Surveillance Plan (QASP)

##### **B. PAST PERFORMANCE**

##### **C. PRICE**

## **M.6 SINGLE AWARD**

Multiple awards or awards by line item will not be made.

## **M.7 UNBALANCED OFFERORS**

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices which are significantly overstated for other items.